

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA**

TIMOTHY E. MARX,

Plaintiff,

vs.

**NATIONWIDE AGRIBUSINESS
INSURANCE COMPANY,**

Defendant.

CASE NO.: _____

**NOTICE OF REMOVAL
AND DEMAND FOR JURY TRIAL**

TO THE CLERK OF THE ABOVE-CAPTIONED COURT:

PLEASE TAKE NOTICE that Defendant Nationwide Agribusiness Insurance Company hereby removes to this Court the state court action described below:

1. On November 16, 2016, an action was commenced in the District Court of Cuming County, Nebraska captioned *Timothy E. Marx, Plaintiff v. Nationwide Agribusiness Insurance Company, Defendant*, at Case No. CI16-88.
2. Defendant first received a copy of the Complaint when it was served with summons on Defendant on November 21, 2016 by certified mail postmarked on November 16, 2016. This Notice of Removal is being filed within thirty (30) days of service of summons upon Defendants, and therefore is timely under 28 U.S.C. § 1446(b).
3. A true and accurate copy of the Complaint, Praecipe for Summons, Summons, and Service Return are attached together as Exhibit A to this Notice of Removal. No other process, pleadings or orders have been served upon Defendant in the State Court action.
4. This action is a civil action of which this Court has original jurisdiction under 28

U.S.C. § 1332, and is one which may be removed to this Court by Defendant pursuant to the provisions of 28 U.S.C. § 1441(b), in that it is a civil action between citizens of different states and the matter in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

5. Defendant is informed and verily believes, based on his statement of residence in his Complaint, that Plaintiff Timothy E. Marx was and still is a citizen of the State of Nebraska.
6. Defendant Nationwide Agribusiness Insurance Company was, at the time of the filing of this action, still is a corporation incorporated under the laws of the State of Iowa, having its principal place of business in the State of Iowa.
7. Thus, the action is between citizens of different States as provided in 28 U.S.C. § 1332(a)(1).
8. Plaintiff also seeks damages in excess of the jurisdictional limit established by 28 U.S.C. § 1332(a).
9. Plaintiff is seeking damages for alleged loss to a 2014 New Holland CR 8090 Combine, as well as “additional economic damages in an amount to be established at trial,” interest, costs, and attorney fees on his breach of contract claim. He also seeks economic damages and damages for mental suffering on a separate bad faith claim. Although the dollar amount of Plaintiff’s claim was not alleged in his Complaint, the amount Plaintiff is claiming exceeds \$300,000.00 according to correspondence received by the undersigned from Plaintiff’s Counsel. The State practice permits recovery of damages for more

than the dollar amount demanded in this situation where a specific monetary demand was not made, as contemplated by 28 U.S.C. § 1446(c)(2)(A)(ii).

10. A copy of this Notice of removal will be served promptly on Plaintiff's attorney of records and another copy will be filed promptly with the Clerk of the District Court of Cuming County, Nebraska pursuant to 28 U.S.C. § 1446(d).

WHEREFORE, Defendant prays that this action be removed to the United States District Court for the District of Nebraska.

DEMAND FOR JURY TRIAL

The Defendant hereby demands a jury trial in the above-captioned action to be held in Lincoln, Nebraska.

Dated this 19th day of December, 2016.

NATIONWIDE AGRIBUSINESS INSURANCE
COMPANY, Defendant,

By: _____


Stephen L. Ahl, #10036
Wolfe, Snowden, Hurd, Luers & Ahl, LLP
Wells Fargo Center
1248 "O" Street, Suite 800
Lincoln, NE 68508
(402) 474-1507
Email: sahl@wolfesnowden.com

CERTIFICATE OF SERVICE

The undersigned attorney of record hereby certifies that a true and correct copy of the foregoing ***Notice of Removal and Demand for a Jury Trial*** was served upon the following, by first-class United States Mail, postage prepaid, this 19th day of December, 2016:

Thomas B. Donner
Logan J. Hoyt
137 South Main Street
West Point, NE 68788



Stephen L. Ahl

LAURA WAGNER
CLERK OF DISTRICT COURT

IN THE DISTRICT COURT OF CUMING COUNTY, NEBRASKA

2016 NOV 16 PM 2 34

TIMOTHY E. MARX,

Plaintiff,

vs.

NATIONWIDE AGRIBUSINESS
INSURANCE COMPANY,

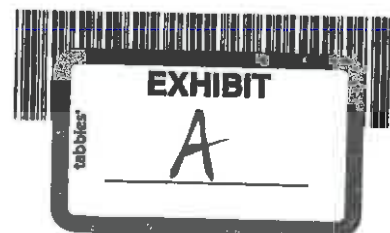
Defendant.

FILED
CUMING COUNTY
Case No. CI16-88
COMPLAINT

COMES NOW Plaintiff, TIMOTHY E. MARX, and for his causes of action against Defendant, states and alleges as follows:

FIRST CAUSE OF ACTION -- BREACH OF CONTRACT

1. Plaintiff, Timothy E. Marx, is and was at all times material herein an individual and a resident of Wisner, Cuming County, Nebraska.
2. Defendant, Nationwide Agribusiness Insurance Company, is and was at all times material herein a foreign corporation organized and existing under the laws of the State of Iowa.
3. Defendant is duly authorized to do business in the state of Nebraska pursuant to a certificate of authority issued by the State of Nebraska, Department of Insurance, pursuant to Neb. Rev. Stat. §44-105.
4. The registered agent for Defendant is CSC-Lawyers Incorporating Service Company.
5. The registered office of Defendant is 233 S 13th Street, Suite 1900, Lincoln, Lancaster County, Nebraska, 68508.
6. Defendant is and was at all times material herein in the business of selling property and casualty insurance in the State of Nebraska.



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7. At all times material herein Plaintiff was the owner of a 2014 New Holland CR 8090 Combine, Serial Number YEG118820 (hereinafter referred to as "Personal Property").

8. On or about November 11, 2015, Plaintiff purchased from Defendant a policy of insurance, policy number FPK FMPN 72 3 5911649 (hereinafter referred to as "Policy").

9. On or about October 7, 2016, the Personal Property was involved in a loss event in Cuming County, Nebraska, that resulted in a total loss of the Personal Property.

10. The Policy provided coverage for the losses sustained by Plaintiff as a result of the loss event.

11. At the time of said loss event, all premiums for the Policy were paid and the Policy was in full force and effect.

12. Plaintiff made a claim under the Policy for the loss sustained by Plaintiff pursuant to the terms of the Policy.

13. Plaintiff provided notice of the loss to Defendant as required by the terms of the Policy.

14. Plaintiff complied with all conditions precedent relating to the loss as required by the terms of the Policy.

15. Plaintiff incurred a loss to the Personal Property in the amount of the actual cash value of the Personal Property in an amount to be established at trial.

16. Defendant has failed and refused to make payment for the actual cash value of the Personal Property as required under the terms of the Policy.

17. Defendant's failure to timely pay the actual cash value of the Personal Property has caused Plaintiff to suffer additional economic damages in an amount to be established at trial.

18. Plaintiff has incurred and will continue to incur attorney fees necessary for recovery on the Policy.

19. In addition to recovery under the Policy, Plaintiff is entitled to recover reasonable attorney fees in accord with Section 44-359 R.R.S., as amended.

WHEREFORE, Plaintiff prays for a judgment against Defendant on Plaintiff's first cause of action in the amount of the actual cash value of the Personal Property in an amount to be established at trial, additional economic damages in an amount to be established at trial, interest as provided by law, attorney's fees, costs of this action, and for such other and further relief as the Court may determine appropriate.

SECOND CAUSE OF ACTION - BAD FAITH

20. Plaintiff hereby incorporates by reference paragraphs 1 through 19, inclusive, of Plaintiff's first cause of action as if set out fully herein.

21. Defendant failed to conduct a proper and thorough investigation of the facts underlying the claim.

22. Defendant failed to subject the results of the investigation that was conducted to a reasonable evaluation and review.

23. Defendant failed to timely complete settlement of the claim.

24. Defendant had no reasonable basis for denying the claim, and Defendant knew of or recklessly disregarded the lack or absence of any reasonable basis for denying or settling the claim.

25. As a proximate result of Defendant's breach of the implied covenant of good faith and fair dealing Plaintiff has incurred economic damages and damages for mental suffering in an amount to be established at trial.

WHEREFORE, Plaintiff prays for a judgment against Defendant on Plaintiff's second cause of action in an amount to be established at trial, interest as provided by law, attorney's fees, costs of this action, and for such other and further relief as the Court may determine appropriate.

Dated the 16th day of November, 2016.

TIMOTHY E. MARX, Plaintiff

BY:



Thomas B. Donner, 16822
Logan J. Hoyt, #25774
137 S. Main St., Suite 2
West Point, NE 68788
(402) 372-2719
Attorneys for Plaintiff

IN THE DISTRICT COURT OF CUMING COUNTY, NEBRASKA

2016 JUN 16 PM 2 34

TIMOTHY E. MARX,

Plaintiff,

VS.

**NATIONWIDE AGRIBUSINESS
INSURANCE COMPANY,**

Defendant.

Case No. CH16-88 FILED
CUMING COUNTY
PRAECIPE FOR SUMMONS

TO THE CLERK OF THE COURT:

Please issue summons in the above entitled matter directed to the parties identified below:

**Nationwide Agribusiness Insurance Company
c/o CSC-Lawyers Incorporating Service Company
233 S 13th Street, Suite 900
Lincoln, Nebraska, 68508**

The Plaintiff elects to have service made by certified mail. Please forward the Summons to Plaintiff's attorney for service by certified mail.

Dated the 16th day of November, 2016.

Thomas B. Donner, #16822
Logan J. Hoyt, #25774
137 S. Main St., Suite 2
West Point, NE 68788
402-372-2719
Attorney for Plaintiff

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the work.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete them.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress to ensure that the objectives are being met.

5. Finally, the fifth step is to evaluate the results of the project. This involves assessing the outcomes against the objectives and identifying any areas for improvement or further action.

Doc #1237

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SUMMONS

Doc. No. 7237

IN THE DISTRICT COURT OF Cuming COUNTY, NEBRASKA
200 So Lincoln Rm 200
West Point NE 68788 1848

Timothy E Marx v. Nationwide Agribusiness Ins Co

Case ID: CI 16 88

TO: Nationwide Agribusiness Ins Co

FILED BY
Clerk of the Cuming District Court
11/16/2016

You have been sued by the following plaintiff(s):

Timothy E Marx

Plaintiff's Attorney: Thomas B Donner
Address: 137 South Main St. Suite 2
West Point, NE 68788

Telephone: (402) 372-2719

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: NOVEMBER 16, 2016

BY THE COURT:

Laura Wagner
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Nationwide Agribusiness Ins Co
C/O CSC-Lawyers Inc Service Co
233 S 13th St. Suite 900
Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

SERVICE RETURN

Doc. No. 7237

CUMING COUNTY DISTRICT COURT
200 So Lincoln Rm 200
West Point NE 68788 1848

To:

Case ID: CI 16 88 Marx v. Nationwide Agribusiness Ins Co

Received this Summons on _____, _____. I hereby certify that on
_____, _____ at _____ o'clock ____M. I served copies of the Summons
upon the party:

by _____

as required by Nebraska state law.

Service and return \$ _____

Copy _____

Mileage _____ miles _____

TOTAL \$ _____

Date: _____ BY: _____
(Sheriff or authorized person)

**CERTIFIED MAIL
PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,
TO THE PARTY: _____

At the following address: _____

on the _____ day of _____, _____, as required by Nebraska state law.

Postage \$ _____ Attorney for: _____

The return receipt for mailing to the party was signed on _____, _____.

To: Nationwide Agribusiness Ins Co
C/O CSC-Lawyers Inc Service Co
233 S 13th St. Suite 900
Lincoln, NE 68508

From: Thomas B Donner
137 South Main St. Suite 2
West Point, NE 68788

ATTACH RETURN RECEIPT & RETURN TO COURT

SERVICE RETURN

LAURA WAGNER
CLERK OF DISTRICT COURT

CUMING COUNTY DISTRICT COURT
200 So Lincoln Rm 200
West Point NE 68788 1848

2016 NOV 23 PM 4 19

FILED
CUMING COUNTY

To:
Case ID: CI 16 88 Marx v. Nationwide Agribusiness Ins Co

Received this Summons on _____ I hereby certify that on _____ at _____ o'clock __M. I served copies of the Summons upon the party: _____ by _____

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com.		THIS SECTION ON DELIVERY <input type="checkbox"/> Agent <input type="checkbox"/> Addressee (Printed Name) _____ C. Date of Delivery <u>11/21/16</u> Delivery attempted? <input type="checkbox"/> Yes Delivery address below: <input checked="" type="checkbox"/> No	
OFFICIAL USE Postage \$3.78 Certified Fee \$0.00 Return Receipt Fee (Endorsement Required) \$0.00 Restricted Delivery Fee (Endorsement Required) \$0.00 Total Postage & Fees \$6.68		Postmark Here NOV 15 2016 11/16/2016	
Sent to Nationwide Agribusiness Ins. Co. c/o CSC-Lawyers Incorp. Service 233 S. 13th St., Suite 900 Lincoln, NE 68508		Restricted Delivery Registered Mail Registered Mail-Restricted Delivery Return Receipt for Merchandise Signature Confirmation Signature Confirmation Restricted Delivery Domestic Return Receipt	

Lincoln, NE 68508

on the 16th day of November 2016, as required by Nebraska state law.

Postage \$ 6.68 Attorney for: Thomas B. Donner
Timothy E. Marx

The return receipt for mailing to the party was signed on November 21, 2016.

To: Nationwide Agribusiness Ins Co
C/O CSC-Lawyers Inc Service Co
233 S 13th St. Suite 900
Lincoln, NE 68508

From: Thomas B Donner
137 South Main St. Suite 2
West Point, NE 68788



TURN RECEIPT & RETURN TO COURT

PH 9003396

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